

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
WESTERN DIVISION

ROSIE CLEMMONS, an individual,  
and RENEE SMITH, an individual,

Plaintiffs

VS.

TWIN CITY FIRE INSURANCE  
COMPANY, et al

Defendants.

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CIVIL ACTION NO.:  
7:13-CV-01341 LSC

**MOTION TO DISMISS OR, IN THE ALTERNATIVE,**  
**MOTION FOR MORE DEFINITE STATEMENT**

COMES NOW the Defendant, designated in the Complaint as Bryan Watts (“Watts”), and moves this Court, pursuant to Federal Rules of Civil Procedure 12(b)(6), 12(e) and 21, to dismiss Bryan Watts, or to require the Plaintiffs to state with more specificity their allegations against Watts and for such additional or alternative relief as appropriate and as grounds therefore would show unto the Court as follows:

**DISMISSAL**

1. The Complaint fails, in whole or part, to state a claim upon which relief can be granted against Watts.
2. This Defendant was fraudulently joined by the Plaintiffs in this action. There is no possibility that the Plaintiffs can prove a cause of action against Watts. *See*

*Defendant Twin City Fire Insurance Company's ("Twin City") Notice of Removal ¶14-19.*

**MORE DEFINITE STATEMENT**

3. Plaintiffs' claims, in whole or part, cannot be ascertained based upon the language of Plaintiffs' Complaint. The Plaintiffs' Complaint is so vague and ambiguous that Watts cannot reasonably prepare a response.

4. The section of Plaintiffs' Complaint labeled "Facts" contains the following as to Watts:

24. Defendant Twin City engaged a cause and origin expert and Defendant Bryan Watts to further investigate.

25. Defendant Twin City, Defendant Bryan Watts, and others conspired and confederated to produce evidence which would support a pre-textual denial of the insurance claims submitted to Defendant Twin City.

This is the only factual detail provided by the Plaintiffs as to their claims against Watts which are stated in Counts 5 and 6.

5. Count Five of Plaintiffs' Complaint is entitled "Conspiracy" and merely contains repetitious, conclusory statements and no suggestion of the unlawful conduct Watts is alleged to have engaged in. Essentially, Plaintiffs simply allege that Watts conspired with Twin City with no allegation of what Watts is to have done.

6. Count Six of Plaintiffs' Complaint is entitled "Tortuous Interference with a

Contractual Relationship” and fails to allege how Watts is to have interfered with the Plaintiffs’ contract of insurance.

WHEREFORE, the above-premises considered, the Defendant Watts requests that this Court dismiss him as a Defendant, or require the Plaintiffs to plead as to Counts Five and Six the facts on which they base their claims.

Respectfully submitted this the 29<sup>th</sup> day of July, 2013.

**/S/ A. COURTNEY CROWDER**

A. COURTNEY CROWDER (CRO-029)

ATTORNEY FOR DEFENDANT, BRYAN WATTS

**OF COUNSEL:**

PHELPS, JENKINS, GIBSON & FOWLER, LLP

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing has been served upon:

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by electronically filing, delivering a copy to each, by mailing a copy to each by first class United States Mail, postage prepaid, addressed to them at their last known address or, if no address is known, by leaving it with the Clerk of this Court. This the 29<sup>th</sup> day of July, 2013.

**/S/ A. COURTNEY CROWDER**  
ATTORNEY FOR DEFENDANT, BRYAN WATTS